MAIL TO:

Request for Quotation

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
FAX (801) 538-3882
http://purchasing.utah.gov



Solicitation Number: EN5501

Due Date: 06/30/2004

Date Sent: June 17, 2004

Goods and services to be purchased: SPRINTER 2500 (OR EQUAL) PASSENGER VAN

Please complete

Company Name		Federal I	ax Identification Number	
Ordering Address	City	State	Zip Code	
Remittance Address (if different from ordering address)	City	State	Zip Code	
Туре	Company Contact Person			
☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government				
Telephone Number (include area code)	Fax Number (include area code)			
Company's Internet Web Address	Email Address			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)			
The following documents are included in this solicitation: Solic specifications. Please review all documents carefully before or		and ger	neral provisions, and	
The undersigned certifies that the goods or services offered as in Utah. Yes No If no, enter where produced, etc.				
Offeror's Authorized Representative's Signature	Date			
Type or Print Name	Position or Title			

STATE OF UTAH DIVISION OF PURCHASING & GENERAL SERVICES

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Item#	Qty	Unit	Description	Unit Price	Extension
001	1	EA	SPRINTER 2500 (OR EQUAL) PASSENGER VAN PER ATTACHED SPECIFICATIONS.	\$	\$

Changes or modifications to this bid:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the division of purchasing. Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

For technical questions regarding specifications, contact Anne Stehno at 801-619-7242. For purchasing questions, contact Eula Neel at 801-538-3145. Reference RX# 100 51400000001.

YOU MUST BID ON OUR FORMS FOR BID TO BE CONSIDERED.

Ship To: 4501 SOUTH 2700 WEST, SALT LAKE CITY UT

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE					
SHIPPING WEIGHT					
MODE OF TRANSPORTATION (Please check one)					
□ Small package/Ground	□ LTL(Less than truck load) NMFC Class # NMFC Item #	□ Truckload — —	□ Air	r □ Other (Please specify)	
TOTAL PRICE LESS FREIGHT (FOB Origin) \$					
TOTAL PRICE INCLUDING FREIGHT (FOB Destination) \$					

REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

- 1. QUOTATION PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the quotation the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This quote may not be withdrawn for a period of 60 days from quote due date. (h) Incomplete quotes may be rejected.
- SUBMITTING THE QUOTATION: (a) The quote must be signed in ink and returned to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 or faxed to (801) 538-3882 by the due date and time. The "Solicitation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page. (b) The state will consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the Request for Quotation (RFQ). Access to state facsimile machine is on a "first come first served" basis and the state does not guarantee the vendor's access to the machine at any particular time. (c) All prices quoted must be both F.O.B. Origin and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the quotation for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.
- **3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.
- 4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their quote which is not to be disclosed to the public or used for purposes other than the evaluation of the quote. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any quote will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the state.
- **5. SAMPLES:** Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the vendor's expense.
- **6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements,

- (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract
- 7. **DIVISION APPROVAL:** Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.
- AWARD OF CONTRACT: (a) This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after award. To obtain a copy of this record (tabulation) you may either enclose a stamped self-addressed envelope, or review tabulation in our office. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible vendor that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any and all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the vendor's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will to be applied against vendors quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.
- **9. ANTI-DISCRIMINATION ACT:** The vendor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
- **10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- **11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

(Revision14 Mar 2003 - RFQ Instructions)

Specification: Sprinter Passenger Van

State of Utah Fleet Operations

PURCHASING AGENT Eula Neel PHONE NO: (801) 538-3145 FAX NO: (801) 538-3882 E-MAIL:eneel@utah.gov PREPARED BY: Sam Lee Fleet Manager Phone 801-619-7237 FAX: (801) 619-7258 E-MAIL: samlee@utah.gov Revised: April 26, 2004

ONE - SPRINTER 2500 PASSENGER VAN

PUBLICATION

This specification is a product of the state of Utah, hereinafter referred to as STATE. STATE does not assume nor accept any liability when this specification is used in the procurement process by any other entity.

PART I: GENERAL CLAUSES AND CONDITIONS

- 1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification shall be new. <u>DISCONTINUED MODELS ARE NOT ACCEPTABLE.</u>
- 2. <u>Supplier shall submit, with the bid, in duplicate, the latest detailed specifications for the offered equipment.</u> Supplier should submit the latest literature, the literature is for informational purposes only.
- 3. The units shall be completely assembled and adjusted. All equipment, including standard and supplemental equipment, shall be installed, and the units shall be serviced and ready for continuous operation.
- 4. All parts not specifically mentioned, but are necessary for the units to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
- 5. The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished, at the time of acceptance.
- 6. It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
- 7. STATE encourages all manufacturers to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.
- 8. Measurements will be given in the English system.
- 9. Requests for exception(s) to this bid must be submitted, by fax to Eula Neel (801) 538-3145, not later than five business days prior to the bid date. Addenda will be issued to all known bidders and posted on the Utah State Purchasing website, www.purchasing@utah.gov. www.purchasing@utah.gov. Exceptions shall not be granted to requests made after this deadline.
- 10. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.

Specification: Sprinter Passenger Van PART II, GENERAL SPECIFICATIONS

1. SCOPE:

This specification describes a van dual rear wheel, to seat 13 passengers plus driver, comfortably without stooping to get to their seats. It shall be complete, assembled, mounted, serviced, tested and certified in accordance with these specifications and shall meet or exceed all the following requirements.

EXAMPLE(S): To be 2500 Dodge Sprinter or Freightliner Sprinter passenger van.

NOTICE TO BIDDERS:

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that units delivered to the FOB points, which do not meet specifications in every aspect will not be accepted.

PART III, DETAILED SPECIFICATIONS.

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1.	DIMENSIONS
	1.1 Wheel Base shall be 158 inches minimum.
	1.2 Height shall be 100 inches exterior and 70 interior, minimum.
	ComplyExceptions
2.	BRAKES
	2.1 To have disc 4- wheel hydraulic disc brakes with ABS & (traction control / acceleration skid control).
	2.2 Twin parking brakes in rear axle brake-disc bowls.
	ComplyExceptions
3.	ELECTRICAL SYSTEM – following minimum's
	3.1 To be 12-volt system.
	3.2 100 - amp/hr battery.
	3.3 90 - amp alternator.
	ComplyExceptions
4.	POWER TRAIN
	4.1 Diesel engine with 150 hp @ 3,800 rpm minimum.
	4.2 Torque 240 lbs-ft @ 1,600-2,400 rpm minimum.
	4.3 Automatic transmission with overdrive.
	4.4 Dual rear wheels.
	4.5 To have rear axle ration of 3.72.

Specification: Sprinter Passenger Van

4.6 Power train limited warranty 7 years / 70,000miles.

Comply	Exceptions		
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5. Paint Exterior paint to be White.

Comply	Exceptions

6. Seating

6.1 Shall be thirteen (13) high back passenger seats with armrest plus driver seat. Behind the driver shall be three rows of 2-passenger seats street side. Two rows of single passenger seats on the curbside and a four (4)-passenger rear row.

Suggested dealer converter – Midway Specialty Vehicles – http://www.midwayspecialtyvehicles.com/

6.2 All passenger seats shall have retracting seat belts.



Comply Exceptions

7. Windows

Shall be manufacturer's full window package with privacy glass.

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8. Accessories shall be included:

- Power Windows
- Power Exterior Mirror's
- Power Door Locks
- Remote Keyless Entry
- Air Conditioning
- Rear HVAC
- Compact Disc Player
- Cruise Control
- Defroster on Rear Windows
- Rear Grab Handles
- Interior Lighting
- Back-Up Alarm
- Carpeting

Specification: Sprinter Passenger Van

- Running Board with (Oversized Entry Step preferred)
- Paging / Speaker system.

Comply	Exceptions_		
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PART IV: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

1. DELIVERY REQUIREMENTS

1.1 Delivery shall be within 120 days after receipt of order. At State's option, an extension may be granted, whichever is in State's best interest. Unless a delivery extension is granted for acceptable reasons due to circumstances beyond the vendor's control, liquidated damages of \$20.00 will be deducted from the invoice for every working day after the expiration of the number of days shown on the purchase order until the units are delivered. This provision is not intended as a penalty but as liquidated damages.

2. DOCUMENTATION

- 2.1 Delivery must include M.S.O. with vendor Invoice, a Copy of Warranty(s) and an Operator's Manual for the unit.
- 2.2 Delivery must also include one complete set of shop (repair) manuals at no additional charge.

3. ACCEPTANCE

3.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.

4. PAYMENT

Invoices will not be approved for payment until all of the required documentation and manuals have been received and the equipment has been accepted.